

**PROFESSIONAL SERVICES AGREEMENT**

**RECIDIVISM REDUCTION PROSTITUTION DIVERSION  
DEMONSTRATION GRANT (\$100,000)**

BETWEEN



COOK COUNTY GOVERNMENT

JUSTICE ADVISORY OF COOK COUNTY

AND

McDERMOTT CENTER d/b/a HAYMARKET CENTER

CONTRACT NO. 1553-14327

# PROFESSIONAL SERVICES AGREEMENT

## TABLE OF CONTENTS

TERMS AND CONDITIONS .....	1
ARTICLE 1) INCORPORATION OF BACKGROUND .....	1
ARTICLE 2) DEFINITIONS .....	1
a) Definitions .....	1
b) Interpretation .....	2
c) Incorporation of Exhibits .....	3
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR .....	3
a) Scope of Services .....	3
b) Deliverables .....	3
c) Standard of Performance .....	4
d) Personnel .....	4
e) Minority and Owned Women's Business Enterprises Commitment.....	5
f) Insurance .....	6
g) Indemnification .....	8
h) Confidentiality and Ownership of Documents .....	9
i) Patents, Copyrights and Licenses .....	9
j) Examination of Records and Audits.....	10
k) Subcontracting or Assignment of Contract or Contract Funds.....	11
ARTICLE 4) TERM OF PERFORMANCE.....	12
a) Term of Performance .....	12
b) Timeliness of Performance .....	13
c) Agreement Extension Option.....	13
ARTICLE 5) COMPENSATION .....	13
a) Basis of Payment .....	13
b) Method of Payment .....	13
c) Funding .....	14
d) Non-Appropriation .....	14
e) Taxes .....	15
f) Price Reduction .....	15
g) Contractor Credits .....	15
ARTICLE 6) DISPUTES.....	15
ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS .....	16

ARTICLE 8) SPECIAL CONDITIONS.....	16
a) Warranties and Representations.....	16
b) Ethics .....	17
c) Joint and Several Liability .....	17
d) Business Documents.....	18
e) Conflicts of Interest .....	18
f) Non-Liability of Public Officials .....	19

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET .....	19
a) Events of Default Defined .....	19
b) Remedies .....	20
c) Early Termination .....	22
d) Suspension .....	23
e) Right to Offset .....	23
f) Delays .....	23
g) Prepaid Fees .....	24

ARTICLE 10) GENERAL CONDITIONS .....	24
a) Entire Agreement .....	24
b) Counterparts .....	25
c) Contract Amendments .....	25
d) Governing Law and Jurisdiction.....	26
e) Severability .....	26
f) Assigns .....	26
g) Cooperation .....	26
h) Waiver .....	26
i) Independent Contractor .....	27
j) Governmental Joint Purchasing Agreement.....	27

ARTICLE 11) NOTICES .....	28
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ARTICLE 12) AUTHORITY .....	29
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# **List of Exhibits**

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance

# **Economic Disclosure Statement**

## **AGREEMENT**

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and McDermott Center, d/b/a Haymarket Center, doing business as a(an) Corporation of the State of Illinois, hereinafter referred to as "Contractor."

## **BACKGROUND**

*The County of Cook issued a Request for Proposals "RFP" for Recidivism Reduction Prostitution Diversion Demonstration Grant (\$100,000). Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected based on the proposal submitted and evaluated by the County representatives.*

*Contractor represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.*

**NOW, THEREFORE,** the County and Contractor agree as follows:

## **TERMS AND CONDITIONS**

### **ARTICLE 1: INCORPORATION OF BACKGROUND**

The Background information set forth above is incorporated by reference as if fully set forth here.

### **ARTICLE 2: DEFINITIONS**

#### **a) Definitions**

The following words and phrases have the following meanings for purposes of this Agreement:

**"Additional Services"** means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Contractor is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

**"Agreement"** means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

**"Chief Procurement Officer"** means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

**"Services"** means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

**"Subcontractor"** means any person or entity with whom Contractor contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Contractor.

**"Using Agency"** shall mean the department of agency within Cook County including elected officials.

**b) Interpretation**

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

**c) Incorporation of Exhibits**

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance

**ARTICLE 3: DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

**a) Scope of Services**

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Contractor must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

**b) Deliverables**

In carrying out its Services, Contractor must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

**c) Standard of Performance**

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary.

Contractor must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Contractor either under this Agreement, at law or in equity.

**d) Personnel**

**i) Adequate Staffing**

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Contractor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Contractor to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Contractor must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. **"Key Personnel"** means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Contractor that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women Owned Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. **There is a zero percent (0%) MBE/WBE goal for this contract.**



**f) Insurance**

Contractor must provide and maintain at Contractor's own expense, during the term of this Agreement and any time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

**i) Insurance To Be Provided**

**(1) Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

**(2) Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

**(3) Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional Contractors perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(4).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

- (1) Contractor must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Contractor is not a waiver by the County of any requirements for Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

- (2) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor. Contractor agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- (3) The coverages and limits furnished by Contractor in no way limit Contractor's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Contractor under this Agreement.
- (4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
- (5) Contractor must require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor unless otherwise specified in this Agreement. If Contractor or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.
- (6) The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

**g) Indemnification**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, Contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

**h) Confidentiality and Ownership of Documents**

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

**i) Patents, Copyrights and Licenses**

If applicable, Contractor shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and Contractors' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

**j) Examination of Records and Audits**

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

**k) Subcontracting or Assignment of Contract or Contract Funds**

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subcontractor Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, Contractor and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

“Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Contractors and Subcontractor of the Contractor shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

**l) Professional Social Services**

In accordance with 34-146, of the Cook County Procurement Code, all Contractors or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Contractor or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Contractor or provider to provide an annual performance report will be considered a breach of contract or agreement by the Contractor or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

**ARTICLE 4: TERM OF PERFORMANCE**

**a) Term of Performance**

This Agreement takes effect when approved by the Cook County Chief Procurement Officer and its term shall be from July 1, 2015 through June 30, 2016 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

**b) Timeliness of Performance**

- i) Contractor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Contractor nor Contractor's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

**c) Agreement Extension Option**

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this contract under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Contractor. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

**ARTICLE 5: COMPENSATION**

**a) Basis of Payment**

The County will pay Contractor according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

**b) Method of Payment**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.



The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Contractor must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

**c) Funding**

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

**d) Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor. No payments will be made or due to Contractor and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

**e) Taxes**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

**f) Price Reduction**

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

**g) Contractor Credits**

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

**ARTICLE 6: DISPUTES**

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

**ARTICLE 7: COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE  
WITH ALL LAWS**

The Contractor, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or Subcontractor shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

**ARTICLE 8: SPECIAL CONDITIONS**

**a) Warranties and Representations**

In connection with signing and carrying out this Agreement, Contractor:

- i) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible Contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;

- iv) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

**b) Ethics**

- i) In addition to the foregoing warranties and representations, Contractor warrants:
  - (1) no officer, agent or employee of the County is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
  - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

**c) Joint and Several Liability**

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

**d) Business Documents**

At the request of the County, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

**e) Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Contractor covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Contractor must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Contractor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

**f) Non-Liability of Public Officials**

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9: EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET**

**a) Events of Default Defined**

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the County.
- ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:
  - (a) Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
  - (d) Discontinuance of the Services for reasons within Contractor's reasonable control; and
  - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- v) Failure to comply with Article 7 in the performance of the Agreement.
- vi) Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

**b) Remedies**

The occurrence of any event of default permits the County, at the County's sole option, to declare Contractor in default. The Chief Procurement Officer may in his sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Contractor fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the County would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Contractor under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Contractor's compensation under this Agreement;
- vi) The right to consider Contractor non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.



The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

**c) Early Termination**

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Contractor. The County will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

Contractor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Contractor will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Contractor or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

**d) Suspension**

The County may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

**e) Right to Offset**

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;  
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Contractor is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

**f) Delays**

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

**g) Prepaid Fees**

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

**ARTICLE 10: GENERAL CONDITIONS**

**a) Entire Agreement**

**i) General**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

**ii) No Collateral Agreements**

Contractor acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Contractor acknowledges that Contractor was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) **Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) **Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Contractor is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

**d) Governing Law and Jurisdiction**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

**e) Severability**

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

**f) Assigns**

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

**g) Cooperation**

Contractor must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

**h) Waiver**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the County's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

**i) Independent Contractor**

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Contractor must perform under this Agreement as an independent Contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.
- ii) Contractor is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Contractor.

**j) Governmental Joint Purchasing Agreement**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

**k) Comparable Government Procurement**

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

**l) Force Majeure**

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

**ARTICLE 11: NOTICES**

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Justice Advisory Council  
69 West Washington Street, Room 1110  
Chicago, Illinois 60602  
Attention: Lanetta Haynes Turner

and

Cook County Chief Procurement Officer  
118 North Clark Street, Room 1018  
Chicago, Illinois 60602  
(Include County Contract Number on all notices)

If to Contractor: McDermott Center, d/b/a Haymarket Center  
932 West Washington Boulevard  
Chicago, Illinois 60607  
Attention: Raymond Soucek

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

**ARTICLE 12: AUTHORITY**

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.



**EXHIBIT 1**

**Scope of Services**

# McDERMOTT CENTER dba HAYMARKET CENTER

## COMPREHENSIVE ALCOHOL & DRUG TREATMENT PROGRAMS

FOUNDED IN 1975 BY MSGR. IGNATIUS McDERMOTT AND DR. JAMES WEST

### EXECUTIVE OFFICES:

932 W. WASHINGTON BLVD.  
CHICAGO, ILLINOIS 60607-2217  
312.226.7984 - MAIN  
312.226.1676 - FAX

### ADMISSIONS DEPARTMENT:

108 N. SANGAMON STREET  
CHICAGO, ILLINOIS 60607-2202  
312.CAN-HELP - MAIN  
312.226.4357 - MAIN  
312.226.0047 - FAX  
COURT-ORDERED, CALL:  
312.226.7984, EXT. 343

### PROGRAM SITES:

120 N. SANGAMON STREET  
CHICAGO, ILLINOIS 60607-2202  
312.226.7984 - MAIN  
312.226.8048 - FAX

### WHOLLY INNOCENCE DAYCARE:

34 N. SANGAMON STREET  
CHICAGO, ILLINOIS 60607-2640  
312.226.7984, EXT. 529  
312.226.8048 - FAX

4753 N. BROADWAY SUITE 612  
CHICAGO, ILLINOIS 60640  
773.506.2839 - MAIN  
773.506.2402 - FAX

### HAYMARKET GRAND BLVD.:

4910 S. MARTIN LUTHER KING DRIVE  
CHICAGO, ILLINOIS 60653-3809  
773.548.7598 - MAIN  
773.548.6747 - FAX

### HAYMARKET O'HARE:

O'HARE AIRPORT  
P.O. BOX 66243  
CHICAGO, ILLINOIS 60666-0243  
773.686.6480 - MAIN  
773.894.3890 - FAX

### HAYMARKET WEST:

1990 EAST ALGONQUIN ROAD  
SCHAUMBURG, ILLINOIS 60173-4152  
847.397.5340 - MAIN  
847.303.1625 - FAX

Website:  
[www.hcenter.org](http://www.hcenter.org)

## Section A: Cover Letter

March 6, 2015

Office of the Chief Procurement Officer

118 North Clark Street, Room 1018

Chicago, IL 60602

Attn: Shannon E. Andrews, Chief Procurement Officer

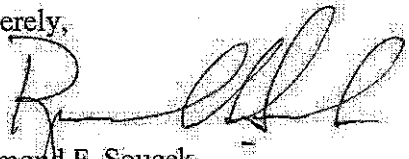
Dear Ms. Andrews:

McDermott Center, doing business as Haymarket Center submits this proposal to the Cook County Justice Advisory Council in response to RFP No. 1553-14327 to implement a safe, trauma informed and gender specific 24-hour drop in center with services to reduce recidivism in individuals who are victims of prostitution. Women can self-refer or be referred by the Human Trafficking Hotline 24-hours-a-day and gain immediate access to the drop in center. The drop-in center will be staffed by a project recovery coach and trauma counselor who will provide emergency triage, needs assessment and crisis intervention and engage women with substance use disorders into an appropriate residential treatment unit at Haymarket based on their assessed level of need. The project will serve 75 individuals over the yearlong funding period. Haymarket commits to providing all of the services at the price and schedule proposed.

The project will be led by Laurie Graciana Jones, CADC, Haymarket's Manager of Corrections programs. A project trauma counselor will provide services not funded through treatment programming including crisis intervention, group and individual trauma counseling. The project recovery coach will conduct emergency needs assessments, provide intensive case management, help women develop a recovery plan, engage them into treatment and support services and lead evidence based groups to help the women leave the lifestyle.

Haymarket acknowledges the receipt of Addendum No. 1 to this RFP.

Sincerely,

  
Raymond F. Soucek  
President and CEO

A HIPAA COMPLIANT AGENCY  
CARF ACCREDITED

## **Section B: Agency Description**

McDermott Center dba Haymarket Center is Chicago's largest non-profit provider of treatment for substance use and mental health disorders serving over 16,000 men and women annually. Haymarket is one of only a few providers in Illinois that provides all levels of substance use treatment recommended by the American Society of Addiction Medicine including detoxification, residential, intensive outpatient and outpatient treatment; and recovery home services. All of our programs are licensed by the Illinois Division of Alcoholism and Substance Abuse. To maximize treatment outcomes and reduce recidivism, Haymarket also provides comprehensive recovery support services including an on-site medical clinic, DCFS-licensed daycare center, psychological support team, health and wellness department, job-readiness training and placement, transitional jobs program, intensive case management and other services.

Immediate access to services using a drop-in center model has been a hallmark of Haymarket programming for nearly 40-years. Haymarket operates two gender-specific walk in detoxification units which can be accessed 24-hours-a-day by individuals in crisis. The units are also a Chicago police drop-off point for publically intoxicated individuals *in lieu* of arrest.

Haymarket Center offers specialized programming for women in all levels of care. Haymarket operates six different residential treatment programs for women, including a maternal addiction center and a MOMs unit for pregnant women detained by the Cook County Sheriff's Women's Justice Programs (SWJP) that have facilitated the births of 1,800 drug free babies since they opened; a new 16-bed residential program for women with histories of prostitution and other backgrounds, post-partum units, and an integrated treatment unit for women with co-occurring substance use and mental health disorders. Haymarket also operates three different recovery homes designed to address housing needs of varying women's populations. Outpatient

programs provide outreach, transportation, and childcare in our licensed Wholly Innocence daycare for women involved with DCFS. Within our main facility we serve nearly **154 women per day in residential programming** in 16 detoxification beds, 96 residential treatment beds and 42 recovery home beds. Each day, 35 to 40 children are in residence with their mothers.

**Experience with Similar Programs.** In 2011, Haymarket received funding from the Illinois Criminal Justice Information Authority to open an eight-bed recovery home for women identified as victims of prostitution by the Cook County SWJP, the Cook County Sheriff's Police Department Vice Unit, and specialty courts, including the WINGS (Women In Need of Gender-specific Services) Court. The COPE (Community Outreach Program Enhancement) recovery home provides immediate access and comprehensive support for up to 90-days and addresses trauma, substance use, mental illness, homelessness and other needs of the women.

In the past, Haymarket operated the Sheriff's Female Furlough and Women's Residential programs within the Cook County Jail, operated a recovery home for women on POWER probation through funding from the Cook County Adult Probation Department and received federal funding through the Bureau of Justice Assistance to transition women from the Sheriff's Female Furlough program to treatment in the community. Haymarket also successfully completed a project funded through the Substance Abuse and Mental Health Services Administration that provided recovery coaching services to the Lake County Drug Court.

**Track Record of Success.** Independent evaluation of a SAMSHA-funded project at Haymarket that provided services to women similar to the target population of this project showed a 99% reduction in criminal behavior at 6-month follow-up. Since the opening of the COPE Program in 2011, 171 victims of prostitution were diverted to Haymarket with 80% successfully completing substance use and trauma counseling to help reduce their recidivism.

## Section C: Executive Summary and Agency Organizational Chart

McDermott Center (dba Haymarket Center) proposes a 24-hour drop-in center to reduce recidivism among 75 women and female identifying transgender individuals who are victims of prostitution. Women can either self-refer or be referred by the Cook County Sheriff's Women's Justice Programs, and the Cook County Sheriff's Vice-Unit 24-hours-a-day.

The proposed **COPE Drop-in Center** will provide 24-hour, immediate access of women to a safe, gender-specific, and trauma-informed environment at Haymarket where they can meet with a recovery coach and trauma counselor funded through the project and receive triage, crisis intervention, assessments and linkage to on-site services to meet their immediate needs and services to reduce recidivism.

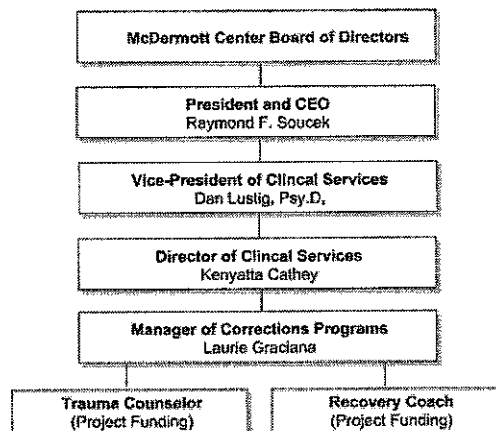
Women diagnosed with substance use disorders will be given immediate admittance to an appropriate residential program at Haymarket based on their assessed level of need such as Haymarket's new 16-bed Transforming Women's Lives residential program designed for women who are victims of prostitution with corrections backgrounds.

Because standard funding streams for substance abuse treatment do not provide the level of support the target population needs--such as trauma services, recovery coaching, counseling to address criminal thinking, and groups to help women build skills to leave commercial sex work--drop in center staff funded through this project will supplement treatment programming by providing these services. The project recovery coach will provide individual recovery planning, linkage to services, motivational enhancement and weekly evidence-based *Moral Reconation Therapy* and *My Life My Choice* sessions to help women leave the lifestyle. A project trauma counselor will provide crisis intervention, individual trauma counseling and expanded trauma groups using evidence-based *Seeking Safety*.

The program will serve women from throughout Cook County, especially the Austin, East Garfield Park, West Garfield Park and Humboldt Park communities in the vicinity of Haymarket Center, where over 55% of prostitution arrests in Chicago occurred in the past year.

Laurie Graciana Jones, CADC, Haymarket's Manager of Corrections programs, will work with the Human Trafficking Hotline and the Cook County Sheriff's Women's Justice Programs to receive 24-hour drop off and admit women into the program. The project will also accept women who self-refer 24-hours a day. Graduates of Haymarket's COPE program who are survivors of prostitution will welcome women into the drop-in center and lead on-site prostitution anonymous groups and an alumni network for women who enter residential services.

Haymarket will leverage an enormous amount of on-site resources to help reduce recidivism in the women including enrollment in CountyCare, medical care, detoxification services, substance use treatment, HIV counseling and testing, mental health counseling, recovery housing, job readiness training, GED referrals and many other services. Program oversight will be provided by Haymarket's Clinical Director, Kenyatta Cathey, LCPC, CADC, who reports to Dan Lustig, Psy.D., CAADC, MISA II, Haymarket's Vice President of Clinical Services. The project will be managed by Laurie Graciana Jones, CADC, Haymarket's Manager of Corrections programs.



## Section D: Description of the Problem

The Cook County Sheriff's Office has shown national leadership toward ending commercial sex work by creating the Human Trafficking Response Team (HTRT) to identify women who are victims of prostitution at the point of their arrest and offer them services. The HTRT is comprised of survivors of prostitution, a court liaison, mental health professionals, addiction specialists from Haymarket Center, and other providers who work closely with the Cook County Sheriff's Department Vice-Unit during sting operations. A Human Trafficking Hotline has been established which the police use to contact a member of the HTRT to let them know that a woman who is a victim of prostitution has been identified and needs services. The Hotline contacts Laurie Graciana Jones, Haymarket Center's Manager of Corrections programs, who arranges for immediate police drop off to Haymarket's COPE Program described above. The COPE program also receives referrals from the Sheriff's Women's Justice Programs.

The COPE Program has 8-beds with a capacity to serve at least 32 women annually. However, with over 1,700 arrests for prostitution made annually in Chicago, the number of referrals to the COPE program has increased exponentially, and there is an urgent need to expand services to include a COPE Drop-In Center where women can be triaged, assessed and engaged into other programs at Haymarket to address extremely high rates of trauma, substance use and post-traumatic stress disorder (PTSD) we see in this population.<sup>1</sup> A recent study of women detained in the Cook County Jail found that 63% had symptoms of PTSD with the most severe PTSD symptoms correlated with the severity of substance use disorders.<sup>2</sup> Trauma victims often

<sup>1</sup> Cotter, L.B., Compton, W.M., Mager, D., Spitznagel, E. Janca, A. (1992). Post-traumatic stress disorder among substance abusers from the general population. *American Journal of Psychiatry* 149, 664-670.

<sup>2</sup> Scott, K., Coleman-Cowger, V.H., Funk, R.R. (2014). Trauma and PTSD among substance using women entering the Cook County Jail. *Women & Criminal Justice* 24, 44-61.

use drugs to self-medicate to deal with PTSD symptoms<sup>3</sup> and enter prostitution and commit non-violent crimes to obtain money to support their habits.<sup>4</sup> Most of the women have had multiple traumatic experiences of physical or sexual abuse, often dating back to early childhood.<sup>5</sup> Many are currently involved in abusive relationships. There is a need for the proposed drop-in center where women can self-refer confidentially and gain immediate access to Haymarket programs to address their trauma and substance use, which are underlying causes of recidivism.

**Prevalence of Reentry in the Target Communities.** The project will target all of Cook County with a concentration on the West Side communities of Austin, East Garfield Park, West Garfield Park, and Humboldt Park, in the vicinity of Haymarket which account for over 55% of prostitution arrests in Chicago.<sup>6</sup> In 2011, 3,359 parolees returned to these communities from an IDOC facility and thousands more from the Cook County Jail<sup>7</sup> creating a significant influx of individuals who are unemployed who abuse substances and resort to illegal activity for income.

**Impact of Recidivism on the Community.** Women find that returning to these communities after an arrest is an overwhelming challenge. Over 35% of 25,945 drug arrests and 16% of 22,067 violent crimes occurred in these communities in the past year increasing the likelihood that women will experience violence and other traumas that perpetuates their drug use, prostitution and involvement with the criminal justice system.<sup>8</sup> Their continual re-incarceration destabilizes their families placing children at high risk for trauma and drug use as they enter the foster care system perpetuating intergenerational trauma.

<sup>3</sup> Reed, P.L.et.al.(2007). Incidence of drug problems in young adults exposed to trauma *Arch Gen Psych*.64,1435-42.

<sup>4</sup> Covington, S. S. and Bloom, B.E. (2006). Gender-Responsive Treatment and Services in Correctional Settings. In Elaine Leeder, Ed., *Inside and Out: Women, Prison and Therapy*. Binghamton, NY: Haworth Press, Inc.

<sup>5</sup> Vaddiparti K, et. al. (2006). The effects of childhood trauma on sex trading in substance using women. *Arch Sex Behav*. 35, 451-459.

<sup>6</sup>Chicago CLEARMap Retrieved from <http://gis.chicagopolice.org/>

<sup>7</sup> Escobar, G. and Olson, D. (2012), A profile of women released into Cook County communities from jail and prison *Criminal Justice & Criminology: Faculty Publications & Other Works*. Paper 8.

<sup>8</sup> Cauhan, P., Repucci, N.D. et.al (2009). Racial differences in the associations of neighborhood disadvantage, exposure to violence, and criminal recidivism among female juvenile offenders. *Behav. Sci. Law*. 27, 531-552.



## Section E: Description of the Target Population

**Target Population.** The target population will be adult (age 18 and older) women and female identifying transgender individuals who are victims of prostitution with high rates of trauma and substance abuse placing them at high risk for recidivism. The target population will closely mirror the women Haymarket currently serves in our COPE Program. Of the clients served in 2014, 68% were African American, 24% Caucasian, 6% Hispanic, and 2% other. All are diagnosed with severe trauma and substance use disorders including 64% dependent of heroin, 64% crack cocaine, 40% alcohol, 34% marijuana and, 6% amphetamines. All of the women had criminal backgrounds with annual incomes of \$10,000 or less, 96% lacked legal employment, 75% were homeless, 64% have no high school diploma, 58% had a co-occurring mental health disorder, and 78% have never received routine healthcare. Most of the women come from communities on Chicago's west side (Austin, Humboldt Park, West Garfield Park, and East Garfield Park) and Chicago's south side (Englewood, Woodlawn, South Shore, Auburn Gresham, Roseland, and West Pullman). Together, these communities account for over 75% of all prostitution arrests in Chicago.<sup>9</sup>

**Recidivism Risk.** All the women this project will serve will be at high risk for recidivism as evidence by extensive criminal histories, high rates of unemployment, low educational levels and severe alcohol and drug problems.<sup>10</sup> Research shows that their trauma and substance use should be treated simultaneously, along with assistance to build skills to help them leave the lifestyle, as well as addressing the consequences of addictions such as homelessness, low education and unemployment; otherwise, there is a high risk that these women will recidivate

<sup>9</sup> Chicago CLEARMap Retrieved from <http://gis.chicagopolice.org/>

<sup>10</sup> Andrews, D.A. and Bonata J. (1995). The level of service inventory-revised. Toronto, Canada: Multihealth Systems.

and return to prostitution.<sup>11</sup> Haymarket Center can provide all of these comprehensive services on-site and will seize the critical window of opportunity to engage them into services when women are referred or present to the drop-in center in-crisis.

**Experience Serving the Target Population.** Haymarket has been serving women similar to the target population since in 1989. As described above, Haymarket expanded its programming in 2011 to focus on women who are victims of prostitution through opening the eight-bed COPE recovery home and a new 16-bed Transforming Women Lives residential program in 2014. Haymarket has operated the MOMs program for the Cook County Sheriff since 2003. Women in the unit have extended histories of trauma, substance use and prostitution.

**Successful Engagement.** The proposed drop-in center will accept women who self-refer or are referred by others 24-hours a day. To facilitate successful engagement we will provide immediate access to a safe, trauma-informed environment. Intake staff will use evidence-based motivational interviewing to engage women into services. Graduates of the program who are survivors of trauma and prostitution will also motivate the women, disseminate information about the program through their peer networks, and offer on-site prostitution anonymous groups so women can learn from survivors how to recover.

Haymarket will educate the Cook County Sheriff's Human Trafficking Response Team, the Human Trafficking Hotline and the Cook County Sheriff's Department of Women's Justice Programs on the new drop in center and will continue to receive 24-hour referrals. A protocol is in place for immediate police drop-off of women to Haymarket and staff are available to provide 24-hour transportation assistance to the drop in center for women in crisis as needed.

<sup>11</sup> Kurtz S, Surratt H, Kiley M, and Inciardi, J. "Barriers to Health and Social Services for Street-Based Sex Workers." *Journal of Health Care for the Poor and Underserved* 2005 16: 345-361.

## **Section F: Proposed Program and Implementation Schedule**

**Overview.** McDermott Center (dba Haymarket Center) proposes a **COPE Drop-in Center** that will provide women and female identifying transgender individuals who are victims of prostitution with immediate access to a safe, trauma-informed triage area at Haymarket Center where women can self-refer 24 hours a day and gain immediate access to residential treatment and support services based on their assessed level of need. The project will serve 75 women over the year-long funding period. Haymarket commits to providing all of the services listed on page 6 of the RFA. The paragraphs below summarize the project components.

**Intake, Assessment, and Engagement.** The drop-in center will be located at Haymarket's main facility at 932 West Washington Boulevard, which is accessible 24 hours a day. All of the women referred to the program will well be welcomed at the point of entry by deeply caring, trauma informed and culturally competent staff with similar life experiences to the women. A project recovery coach who will be a Certified Alcohol and Drug Counselor will conduct an emergency needs assessment and use motivational interviewing to engage the women into services. A project trauma counselor will provide crisis intervention as needed. Spanish, Polish and Russian speaking counselors will be available for translation services for women who do not speak English. Women will have access to bathroom and shower facilities, change of clothes, hygiene products, food and other services. Haymarket has 24-hour nurses and an on-site medical clinic to address medical needs. Women referred to the project overnight will be placed in an appropriate gender-responsive residential program, pending assessment.

**Leveraged Access to Substance Abuse Treatment.** Within three days of referral, women will receive a comprehensive assessment using the evidenced-based Global Appraisal of

Individual Needs (GAIN)<sup>12</sup> to obtain a detailed substance use diagnosis and trauma history, an assessment of service needs, and a five axis diagnostic summary. Results of the GAIN are used to place women in the appropriate residential treatment program and for treatment planning.

Those assessed as needing residential treatment will be admitted into the new 16-bed Transforming Women's Lives (TWL) residential treatment program (or another appropriate program) at Haymarket. The TWL program was designed specifically for substance abusing women with high rates of trauma and criminal backgrounds, including prostitution. The TWL Program provides women with up to 30-days residency (through other funding) in a safe, structured, and trauma informed environment. As women enter the TWL program they will be welcomed by participants, oriented, and receive a copy of the program manual which describes the daily schedule of activities, rules, and goals of the program.

Women will receive at least 25 hours a week of group and individual substance use treatment leveraged through other funding. Certified Alcohol and Drug Counselors (CADCs) help clients develop individual treatment and aftercare plans, and facilitate group and individual substance use treatment sessions. Haymarket offers more than 100 educational and therapeutic groups that address the variety of issues affecting women's lives including denial, guilt, stigma, shame, anger management, relapse prevention, problem solving skills, stress, and many others. Women also participate in gender specific curricula to address their substance use including *Helping Women Recover*<sup>13</sup> and *A Woman's Way Through the Twelve Steps*.<sup>14</sup> Haymarket's Health and Wellness Department staff offer groups on HIV/AIDS, STDs and diseases.

<sup>12</sup> Dennis, M.L., White, W., Titus, J.C., & Unsicker, J. (2008). *Global Appraisal of Individual Needs: Administration guide for the GAIN and related measures* (5th Ed.). Normal, IL: Chestnut Health Systems.

<sup>13</sup> Covington, S. (1999). *Helping Women Recover: A Program for Treating Substance Abuse*. Special edition for use in the criminal justice system. San Francisco, CA: Jossey Bass.

<sup>14</sup> Covington, S. (2000). *A woman's way through the twelve steps*. Center City, MN: Hazelden.

**Recovery and Reentry Planning.** The project recovery coach will meet with each woman to develop an individual recovery plan for successful community reentry. These written plans describe clients' personal goals and objectives for sustained recovery and independent living, establish a step-by-step action plan for attaining these goals and objectives, identify potential relapse triggers, and suggest appropriate coping strategies when these triggers arise. Recovery plans emphasize treatment within the TWL program to address substance use, trauma and mental illness and attendance at on-site Prostitution Anonymous, AA, NA and CA recovery groups.

**Mental Health and Trauma Services.** Clients in need of psychotropic medications or other medical stabilization will be referred to Cook County Fantus Clinic through Haymarket's existing linkages. Throughout their stay, clients will participate in structured group activities for preventing drug relapse as part of treatment programming. To provide more intensive mental health support and address the women's abuse and trauma issues **not funded through treatment**, women will participate in a weekly trauma groups using *Seeking Safety* led by the project trauma counselor. *Seeking Safety* is an evidence-based curriculum to help women work through trauma and substance abuse. The curriculum has been well-received by women at Haymarket and is effective in reducing PTSD symptoms.<sup>15</sup> The trauma counselor will also provide individual sessions and/or referrals for women needing more intensive trauma services.

**Cognitive Behavioral Therapy Services.** The women will also participate in weekly Moral Reconciliation therapy groups (MRT)<sup>16</sup> to help address criminal thinking and prevent recidivism led by the recovery coach. MRT helps to move participants to higher stages of moral

<sup>15</sup> Zlotnick C., Najavits, L.M., Rohsenow, D.J., Johnson, D.M. (2003). A cognitive-behavioral treatment for incarcerated women with substance abuse disorder and posttraumatic stress disorder: findings from a pilot study. *J. Subst. Abuse Treat.* 25,99-105.

<sup>16</sup> Little, G. L., and Robinson, K. D. (1989). Effects of Moral Reconciliation Therapy upon moral reasoning, life purpose, and recidivism among drug and alcohol offenders. *Psychological Reports*, 64, 83-90

reasoning through confrontation of attitudes and beliefs and building self-esteem through positive behavior change. The recovery coach will also lead *My Life, My Choice (MLMC)*<sup>17</sup> groups to help women leave prostitution by improving their knowledge of how predators use substances to gain control, and skills to access resources, improve self-esteem, and sexual health.

**Case Management.** The project recovery coach will meet with clients to conduct a detailed case management needs assessment to address a wide variety of services the women may need to support their recovery and reduce recidivism. These needs may include enrollment in CountyCare, transportation, legal assistance, obtaining valid identification, access to primary medical care, mental health services, identifying stable housing options, educational and vocational services, financial assistance, and others. The recovery coach then works with the women to develop individual service plans that prioritize those needs and pairs them with appropriate supportive services offered at Haymarket or other community-based providers. The recovery coach schedules appointments and then follows up with the women and service providers to ensure receipt of services. Haymarket staff will provide transportation to supportive services and back to Haymarket so that treatment programming is minimally interrupted.

**Supportive Services.** In addition to the services describes above, all of the women will have access to the following on-site support services leveraged through other sources.

- Linkage to housing both on-site and in the community
- Linkage to General Education Development (GED) through Malcolm X College
- Employment readiness training and placement, computer training and access to on-site transitional jobs through Haymarket's Family Enrichment Center
- Physical exams and medical care through Haymarket's James West Medical Clinic

<sup>17</sup>For information on MLMC see: <http://www.jri.org/services/behavioral-health-and-trauma-services/community-based-behavioralhealth-services/my-life-my-choice>

- Access to medication assisted treatment for opiate use disorders
- Legal assistance, including expungement and sealing
- Child care through Haymarket's Wholly Innocence Daycare Center
- Mental health assessment and counseling performed by staff psychologists
- Detoxification services
- Enrollment in public benefits programs including Medicaid (i.e. CountyCare), Supplemental Nutrition Assistance Programs and others.

Haymarket also maintains over 100 linkage agreements with community-based providers that offer these and other services to which the women will have access.

**Prostitution Anonymous Groups.** Women will be encouraged to participate in weekly Prostitution Anonymous meetings, which Haymarket has hosted for over six years. The meetings are led by graduates of the COPE program and former sex-workers who share their experience, strength, and hope to guide newcomers who want to leave the lifestyle using a 12-step approach.

**Implementation Schedule.** Below is an implementation schedule for the project.

Task	Date Started	Date Completed	Personnel Responsible
Recruit, hire, and train program staff	Month 1	Month 1	Human Resources
Begin enrolling women	Month 2	Ongoing	Project Staff
Begin conducting assessments	Month 2	Ongoing	Central Intake staff
Begin developing individual reentry plans	Month 2	Ongoing	Recovery coaches
Begin <i>Seeking Safety</i> trauma groups	Month 2	Ongoing	Trauma counselor
Begin <i>MRT</i> and <i>My Life My Choice</i>	Month 2	Ongoing	Recovery Coach
Begin enrolling women assessed with substance use into substance use treatment	Month 2	Ongoing	Recovery coaches; Treatment staff
Begin providing case management services	Month 2	Ongoing	Recovery coaches
Begin Prostitution Anonymous Meetings	Month 2	Ongoing	Haymarket

## **Section G: Expected Outcomes**

The project will serve 75 women over one year. The goals and measurable objectives are:

**Goal 1: Reduce incarceration in women referred to the program through provision of a 24-hour drop-in center with immediate access to residential services.**

Objective 1.1 – Admit at least 75 women into drop-in services 24-hours-a-day through self-referral or referral by the Human Trafficking Hotline or Sheriff's Women's Justice Programs.

Objective 1.2 - Assess 85% of the women enrolled to determine needs.

Objective 1.3 – At least 90% of women assessed with a substance use disorder will receive access to an appropriate level of residential care.

Objective 1.4 - Develop an individual reentry/recovery plan for 80% of the women enrolled.

Objective 1.5 - Develop an individual case management plan for 80% of the women enrolled.

**Goal 2: Reduce recidivism in women enrolled in the program through provision of counseling and support services that address barriers to a crime-free life in the community.**

Objective 2.1 – At least 90% of the women enrolled will participate in trauma group sessions using evidence based Seeking Safety.

Objective 2.2 – At least 80% of the women identified through trauma groups to have severe trauma issues will be referred for individual trauma counseling.

Objective 2.3 – At least 90% of the women will participate in evidence based Moral Reconation Therapy to address criminal thinking and My Life, My Choice to prevent relapse to prostitution.

Objective 2.4 -A case manager will meet with 90% of clients to provide case management services with linkage to medical care, housing, GED, job readiness training and other support.

Objective 2.5 – All women will have access to Prostitution Anonymous meetings provided weekly on-site at Haymarket Center.



**Performance Assessment.** A process and outcome evaluation for the project will be conducted by Haymarket's Manager of Corrections Services. A service log will be created that includes all project services including outreach, enrollment, assessments conducted, reentry and case management plans developed, attendance in evidence based Seeking Safety, Moral Reconation Therapy (MRT) and My Life, My Choice, individual trauma sessions, enrollments in substance use treatment, case management referrals and support services received by the women. Data elements from the service log will be entered into Haymarket's electronic health record (EHR) and staff will enter service data directly into the client EHR.

Haymarket's EHR is certified by the Office of the National Coordinator. The EHR has capacity to generate detailed service utilization reports for process evaluation to determine if the measureable objectives for the project are being achieved. Data from service utilization reports will be used to complete quarterly reports submitted to the Judicial Advisory Council. To evaluate if the project met the objectives of Goal 1, we will track the number of individuals referred to the program, the number who enrolled and completed treatment and count the number of needs assessments, reentry plans and case management plans developed.

To demonstrate that the objectives for Goal 2 were met, project staff will track the number of sessions completed for each woman enrolled in Seeking Safety, MRT, and My Life, My Choice; track the number of individual trauma sessions clients received; and the number of referrals and types of support services clients received, especially CountyCare enrollment, housing placement, referral to GED classes, enrollment in job readiness training and placement and whether or not women received a primary health care visit. Enrollment of graduates of the program in an Alumni network which will include regular monthly meetings will enable us to track the long term impacts of the project on women who participate in the alumni meetings.

## **Section H: Planning and Preparation Activities**

Haymarket Center has the facility, licensure, and clinical expertise to start the proposed drop in center rapidly. A confidential triage area has been identified, and Haymarket security staff will be trained on project services and evidence-based strategies to accommodate 24-hour drop-in of women who self-refer, especially during overnight hours using similar protocols currently in place for 24-hour detoxification units. Haymarket's main facility is located at 932 West Washington Blvd on the Near West Side of Chicago. It is easily accessible by the CTA Green Line (just 1 block south of the Morgan street station) and accessible by the Madison street bus. Haymarket's Washington Street entrance will remain open overnight so women can enter safely, meet with a trauma informed staff member and be escorted to the triage area for crisis intervention, emergency needs assessment, showers and comfortable sleeping arrangements.

Haymarket has an on-site medical clinic and 24-hour nurses that can assist with emergency medical situations. Through our experience with the COPE and MOMs programs, protocols are in place for immediate acceptance of women referred by the Cook County Sheriff and Human Trafficking Response Team 24-hours-a-day. Haymarket drivers are ready to transport women to the program using Haymarket's fleet of transportation vans.

The new 16-bed Transforming Women's Lives (TWL) program, where many of the women would reside, is operational and is DASA-licensed and Medicaid-certified. The TWL program is safe, monitored with 24-hour security, and has staff that are trauma-informed and trained to provide victim-centered and empowerment-oriented services.

Several factors will ensure strong initial sources of women for the program: (1) Haymarket already sees a large number of women who are victims of prostitution as a result of our highly successful COPE Program; (2) our long relationship with the Cook County Sheriff's

Women's Justice Programs; (3) our active participation on the Human Trafficking Response Team; and (4) a highly effective collaboration with the Human Trafficking Hotline that facilitates immediate (24-hour) access of women who are victims of prostitution to Haymarket will ensure strong initial sources of women for the program.

Haymarket will develop a COPE Drop-In Center brochure for distribution at on-site prostitution anonymous meetings, community outreach events, and planning councils in which Haymarket participates so that knowledge the drop in center information is disseminated throughout peer networks in Chicago. Haymarket will provide education to the Human Trafficking Response Team, WINGS Court staff, and other entities working with prostitutes.

The integrated trauma, substance use, and intensive case management model, as well as the evidence-based curricula have been reviewed thoroughly by Dan Lustig, Psy.D., Haymarket's Vice President of Clinical Services, Laurie Graciana, Haymarket's Manager of Corrections programs, and by members of the target population and consensus has formed with the clinical leadership and consumer representatives to implement the project as planned.

Haymarket has over 100 signed linkage agreements specifying mutual roles that are signed by both parties and dated within the past six months for key needs of the project including permanent housing, psychiatric evaluations and medications (Cook County Fantus Clinic), GED, HIV/AIDS care, language for the hearing challenged, and many others. Spanish, Polish and Russian speaking counselors have been trained on project services and are ready to provide translation services to women who do not speak English as they enter the program.

New staff would need to be hired, but Haymarket Center employs nearly 400 individuals and the Human Resources Department advertises regularly for the types of staff needed for this project; recruitment for staff would therefore quickly join an already operational process.

## **Section K: Qualifications of the Proposer**

**Agency Experience.** Haymarket Center is Chicago's largest not-for-profit provider of substance use and mental health disorder treatment. Founded in 1975, Haymarket Center provides high quality treatment and recovery support services to Cook County's most vulnerable and underserved residents. Haymarket maintains a staff of nearly 400 full-time and part-time employees made up of managers, directors, administrators, medical staff, laboratory technicians, and highly qualified, credentialed direct service staff. To ensure that our services are rooted in the language and culture of our target population, Haymarket's agency and programmatic staffing pattern reflects the demographics of the populations and communities we serve. To ensure that limited-English-speaking and non-English-speaking persons can access treatment information and services, Haymarket employs staff bilingual in Spanish, Polish, and Russian.

Haymarket serves over 16,000 clients each year in over 30 gender-specific, culturally- and linguistically-responsive programs. Haymarket further offers an array of on-site supportive services to help clients overcome treatment barriers, maintain sobriety, improve self-sufficiency, and reintegrate into the community, including comprehensive case management; transportation assistance; licensed daycare; nursing services; health education and chronic disease management; parenting classes; primary healthcare; mental health services; HIV counseling and testing; and workforce development services. Haymarket also has an onsite medical clinic that can serve as clients' medical home as a part of a partnership with Heartland Health Outreach.

**Experience Serving Target Population.** As stated previously, Haymarket has been serving members of the target population since we began serving women in 1989. Specifically, Haymarket has operated the COPE Program, an eight-bed recovery home that serves women identified as victims of prostitution by the Cook County justice system, since 2011. Since its

inception, the program has served 171 victims of prostitution with nearly 80% successfully completing services aimed at addressing the underlying causes of recidivism for this population.

**Experience Serving Community Areas.** Haymarket proposes to serve women from throughout Cook County with a concentration on the West Side communities of Austin, Humboldt Park, West Garfield Park, and East Garfield Park and the South Side communities of Englewood, Woodlawn, South Shore, Auburn Gresham, Roseland, and West Pullman. Haymarket has been providing services to these communities for nearly forty years. In 2014, Haymarket served 1,255 clients from these community areas, and 88% of our COPE Program participants originated from these community areas.

**Evidence of Appropriate Licenses.** Haymarket is licensed by the Illinois Department of Human Services, Division of Alcoholism and Substance Abuse (DASA) and accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF).

**Evidence of Strong Track Record.** Haymarket has a long history of successful program management including local, state, and federal grants. Currently, Haymarket maintains 50 grants, 30 with budgets over \$100,000. These grants are complemented by smaller grants from various public and private sources to form Haymarket's \$22 million annual budget. Haymarket has a clear system of grants management including appropriate fiscal monitoring, programmatic monitoring and administrative integration. Haymarket has never been found serious deficient in the operations of a grant and has a record of exceeding grant expectations.

Haymarket has a long history of successful outcomes as identified through participation in research studies and evaluations of our programs. Research funded by the National Institute on Drug Abuse (NIDA), conducted by Lighthouse, Inc., indicated that: "Haymarket Center clients experienced significant reductions in substance use and that these reductions were sustained over

15-months.”<sup>18</sup> Another independent evaluation of a recently concluded project funded by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA) further testifies to the tremendous accomplishments Haymarket Center consistently achieves. The six-month post-intake evaluation of 422 clients who received services through this program indicated: an 82% reduction in alcohol and drug use; a 92% reduction in criminal activity; an 87% decrease in violent behavior; and an 82% decrease in severe anxiety.

**Relevant Projects and References.** Below is a list of four grant-funded projects

Haymarket has operated that are similar to the proposed project:

**Project:** MOM’s Program

**Organization:** Cook County Sheriff’s Women’s Justice Programs

**Dollar Value:** \$2,647,692

**Contact Person:** Deborah Boecker, Assistant Executive Director

**Telephone Number:** 773-674-7731

**Email:** Debbie.Boecker@cookcountyil.gov

**Address:** 2650 S. California, B-1, Chicago, IL 60608

**Project:** Lake County Therapeutic Intensive Monitoring (TIM) Court Service Enhancement

**Organization:** Lake County Nineteenth Judicial Circuit Court

**Dollar Value:** \$459,330

**Contact Person:** Diana Gonzalez, Community Resource Liaison

**Telephone Number:** 847-377-3654

**Email:** dgonzalez@lakecountyil.gov

**Address:** 215 West Water Street, Waukegan, IL 60085

**Project:** Community Outreach Program Enhancement (COPE) Program

**Organization:** Illinois Criminal Justice Information Authority

**Dollar Value:** \$189,855

**Contact Person:** Terry Dugan

**Telephone Number:** 312-793-0889

**Email:** Terrence.dugan@illinois.gov

**Address:** 300 West Adams, Suite 200, Chicago, IL 60606

<sup>18</sup> Scott, C. K., & Dennis, M. D. (n.d.). *Impact of Haymarket substance abuse treatment programs on client treatment outcomes*. Unpublished preliminary findings.

## **Section L: Key Personnel**

The Haymarket staff listed below have been identified as key personnel for the proposed project. Resumes for each of the key personnel have been attached. The positions that have been budgeted to this project will be hired upon notification of award. A job description indicating the positions' duties and qualifications is provided.

### **Dan Lustig, Psy.D., CADC, MISA II**

#### **Vice President of Clinical Services**

Dr. Dan Lustig, Haymarket's Vice President of Clinical Services, will be responsible for overseeing project implementation and ensuring program fidelity. Funded through in-kind resources, his level of commitment to the project will be comparable to 0.1 FTE. Dr. Lustig oversees all of Haymarket's clinical programs, which accounts for the remaining 0.9 FTE. Dr. Lustig has over 20 years' experience developing and implementing treatment programs for populations most in need of services, including ex-offenders and Cook County criminal justice-involved populations. He has received commendations from the White House Office of National Drug Control Policy, the Chicago Department of Public Health, and the Lake County Court. He is a member of the Illinois Attorney General's Task Force on Methamphetamine and served on the Executive Committee on the Illinois Governor's Ex-Offender Task Force.

### **Kenyatta Cathey, MA, LCPC, CADC**

#### **Clinical Director**

Kenyatta Cathey, Haymarket's Clinical Director, is responsible for the daily management of clinical programs and staff and auditing clinical charts to ensure adherence to compliance

with all City, County, State, and Federal policies. Funded through in-kind resources, her level of commitment to the project will be comparable to 0.1 FTE. The remaining 0.9 FTE accounts for her time managing Haymarket's other clinical programs. Ms. Cathey has 19 years' experience treating substance use, mental health, and co-occurring disorders among adult and juvenile male and female populations with histories of criminal justice involvement, chronic homelessness, trauma and violence, and pervasive mental illness.

**Laurie Graciana, CADC, MISA I**

**Corrections Program Manager**

Laurie Graciana, Corrections Program Manager, will be responsible for providing daily supervision to the project's staff; addressing problems as they arise; ensuring fidelity to evidenced-based practices; working with the Cook County Sheriff's Human Trafficking Response Team to coordinate referrals; and working closely with the Clinical Director and Vice President for Clinical Services to ensure project objectives are being met. Funded through in-kind resources, her level of commitment to the project will be comparable to 0.2 FTE. The remaining 0.8 FTE accounts for her time spent overseeing Haymarket's clinical programs devoted to serving criminal justice populations, including the COPE Program. Ms. Graciana has 27 years' experience managing and coordinating correctional programming for men and women with substance use and mental health disorders. She has received a Domestic Violence Certificate and is trained to train staff in Moral Reconation Therapy (MRT), a cognitive behavioral therapy.

**Trauma Counselor**

**To Be Hired**



A project trauma counselor will provide crisis intervention, individual trauma counseling, weekly trauma groups using *Seeking Safety*, and referrals for those women needing more intensive services. All of the women referred to the program will receive triage and crisis intervention by the project trauma counselor during intake. The recovery coach is expected to have a Bachelor's Degree in social services or a related field, possesses a CAD/C, and has experience with trauma counseling.

### **Recovery Coach**

#### **To Be Hired**

The Recovery Coach will provide an intake assessment, work with the women to develop an individual recovery plan, provide intensive case management, keep the women engaged in treatment and support services, provide linkage to services, and implement evidence based *Moral Reconation Therapy* to help address criminal and addictive thinking and *My Life My Choice* to help women leave the lifestyle. The recovery coach will also work with the Corrections Program manager to arrange for immediate Police drop-off of women to Haymarket or arrange for immediate transportation to the program as needed. The recovery coach is expected to have a Bachelor's Degree in human services or a related field and possess a CARS or CAD/C.

## BIOGRAPHICAL SKETCH

Provide the following information for the key personnel and other significant contributors in the order listed on Form Page 2.  
Follow this format for each person. **DO NOT EXCEED FOUR PAGES.**

NAME Dan S. Lustig, Psy.D., CADC, MISA II	POSITION TITLE Vice-President of Clinical Services
eRA COMMONS USER NAME none	

EDUCATION/TRAINING (Begin with baccalaureate or other initial professional education, such as nursing, and include postdoctoral training.)			
INSTITUTION AND LOCATION	DEGREE (if applicable)	YEAR(s)	FIELD OF STUDY
Northeastern Illinois University, Chicago	B.A.	1989	Psychology & Gerontology
Adler School of Professional Psychology, Chicago	Certificate	1996	Substance Abuse Counseling
Adler School of Professional Psychology, Chicago	M.A.	2004	Counseling Psychology
Adler School of Professional Psychology, Chicago	PsyD	1996-2004	Clinical Psychology
Betty Ford Center-Professional in Residence	Certificate	2003	Addictions

### A. Positions and Honors

#### Positions and Employment

2006-present Vice President of Clinical Services, Haymarket Center  
 1996-2006 Associate Director of Clinical and Administrative Services, Haymarket Center, Chicago, IL  
 1993-1994 Adult Criminal Justice Assessor for Criminal Courts, T.A.S.C. (Treatment Alternative For Safer Communities)  
 1994-1996 Social Security Income Supervisor for T.A.S.C.

#### Clinical Experience/Certificates of Training 2004-2005 Doctorate Intern, Catholic Charities of Chicago

2001-2002 Master's Practicum, Howard Brown Health Center, Chicago Illinois  
 1996-Present Consultant/Trainer, Northfield Police Dept., Northfield, IL  
 2001 Professional in Residence Program, Betty Ford Center, Palm Desert, CA  
 1998 Certified Crisis Intervention Instructor  
 1996 Certified Alcohol and Drug Counselor; Assessment of HIV+ clients<sup>1</sup>  
 1995 ASAM/Assessment/Case Management; HIV/AIDS; Sexually Transmitted Disease; Advanced Interviewing Techniques; Confidentiality Training; Cultural Competence Training; Toxicology

#### Professional Affiliations

President, Illinois Alcohol and Other Drug Abuse Professional Certification Association (2009)  
 American Psychological Association (1995-Present) 7385-4517  
 Chicago Psychological Association; Gerontological Association of America; North American Society of Adlerian Psychology; National Association of Alcoholism and Drug Abuse Counselors

#### Community Involvement

2004-Present Attorney General's Task Force on Methamphetamine  
 2004-Present Executive Committee for the Governor of Illinois-Ex-Offenders Taskforce  
 2004-Present Illinois Alcohol and Other Drug Abuse Professional Certification Association Board Member  
 2003-2004 Executive Office of the President of the United States, Office of National Drug Control Policy-Pulse Check Program.  
 2000-2005 Mayor's Planning Council for Title I Ryan White

#### Honors

2009 Illinois Alcoholism and Drug Dependence Association Award for Outstanding Performance in the Area of Addiction Treatment and Advocacy

### B. Publications

Lustig, D. (2005) Factors related to changes among African American women participating in substance abuse treatment: An observational study. *Doctoral Dissertation*, Adler School of Professional Psychology, Chicago, Illinois.

### C. Research Support

H79TI024413 SAMHSA/CSAT – TCE-HIV Program  
 H79TI021209 SAMHSA/CSAT – Recovery Oriented System of Care for Men in Chicago with Multiple Prior Treatment Episodes  
 H79TI021502 SAMHSA/CSAT – Get Sober! Live Healthy!  
 H79TI019615 SAMHSA/CSAT – Family Centered Treatment for Pregnant Postpartum Women  
 90FK0041-00 DHHS/ACF/OFA – Responsible Fatherhood Program for Low Income Fathers in Chicago  
 U65PS002480 CDC/NCHHSTP – PS10-1003 HIV Prevention Projects for CBO's

Kenyatta D. Cathey  
7629 South Hoyne  
Chicago, IL 60620  
773-206-0940  
[Cathey141@aol.com](mailto:Cathey141@aol.com)

## Professional Experience:

### September 2013 to Present **Haymarket Center, Clinical Director**

- Supervises and oversees all aspects of the agency's clinical programs.
- Sets developmental goals and objectives for clinical programs.
- Evaluates contract compliance and reporting to ensure all programs goals are being met.
- Oversees the audit of clinical charts to ensure adherence to city, county, state, and federal standards.
- Facilitates didactic and therapeutic groups/
- Advocates for Haymarket Center in the substance abuse field.

### June 2009 to September 2013 **Haymarket Center, Assistant Clinical Director**

- Directed the day-to-day operations of the all treatment units that provided care for individuals with co-occurring substance use and mental health disorders.
- Directed the agency's adolescent counseling program.
- Provided direct supervision to Managers, Coordinators, and Supervisors and indirect supervision to program staff.
- Provided quality assurance to program's service delivery and clinical care
- Ensured personnel development and training.
- Monitored financial and clinical aspect of grants.
- Assisted in fund seeking activities and grant preparation.

### November 2012 to Present **Kenyatta Cathey LCPC, Private Practice**

- Provides individual counseling to adults with depressive, anxiety, and substance use disorders, utilizing cognitive behavioral therapy techniques.
- Provides individual counseling to adolescents with inattention, mood, and substance use disorders, utilizing cognitive and behavioral therapy techniques.

### September 1997 to June 2009 **New Age Services Corporation, Program Coordinator**

- Ensured that the agency utilized 100% of its capacity obligations for a 1.6 million dollar contract.
- Provided supervision to a staff of 18 counselors and 5 support staff.
- Conducted orientation and develops programs for assigned staff.
- Interpreted admission criteria and policies to clients, other services agencies and public.
- Assisted with the planning and development of policies related to the program as a whole and other related area.
- Represented the agency at meetings and other community activities.
- Collaborated with consultants and specialist regarding medical, clinical and vocational education services and client situation.
- Represented the agency in screening and admission section of the CARF Accreditation survey

### August 2008 to May 2009 **Thorek Memorial Hospital, Expressive Therapy Intern**

- Conducted psychosocial assessments on patients admitted to the 20 bed adult mental health unit.
- Responsible for the development of groups geared towards patients with a mental health and substance abuse diagnosis.
- Assisted in the development of mental health educational seminars for hospital employees and the community.
- Provided individual therapy to patients with chronic mental health diagnoses.

## Education:

**M.A** Psychology with a concentration in Human Development; Certificate in Community Counseling-  
National Louis University

**Licensure:** Illinois License Clinical Professional Counselor

**Certifications:** Certified Alcohol and Drug Counselor by IAODAPACA

# Laurie Graciana-Jones

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## Objective

To continue delivery of service to clients/customers within a defined substance abuse/corrections treatment programs. My skills are proven to be creative and innovative, and I am goal-oriented and results driven.

## Experience

### **2006-Present Haymarket Center Substance Abuse Treatment Center, Cook County Sheriff Women Justice Program/Chicago, IL Corrections Program Manager**

- Overseen Division 17 at Cook County Jail, SWJP Substance Abuse Treatment Programs for women-contract ended 2011
- Oversee the following correction programs: 29 bed unit with Pregnant Detainees & Electronic Monitoring (Moms Program/Cook County Jail); 50 Bed Male Unit IDOC; 24 Bed CCDOC Male Recovery Home who is on electronic monitoring, Referrals from Act Court; and 8 bed female unit for women with prostitution/human trafficking.
- Developed and implemented programming for modified therapeutic community (TC)
- Developed Policies and Procedures for daily operations
- Provide Gender Responsive Trainings/Trauma Informed
- Trainer of Trainers-(MRT) Cognitive Behavioral Therapy
- Interview and Hire Staff
- Maintain contract compliance

### **4/2004-2006 Gateway Foundation/Westside Chicago, IL Community Outreach Manager**

- Responsible for maintaining all Gateway beds at budgeted capacity
- Responsible for developing and maintaining customer services
- Maintain relationship with IDOC and Probation
- Interviewed and Hired Staff

### **12/2001-4/2004 Gateway Foundation/ Department of Women's Justice Services (DWJS), Chicago, IL Program Director Substance Abuse Programs Cook County Jail/DWJS**

### **2004 Gateway Foundation Sheridan Prison Sheridan, IL**

#### **Staff Trainer/ Assistant Director**

- Interviewed and Hired Staff
- Provided Cross Training for IDOC
- Developed Training Program
- Responsible for training staff on daily operations of programming

**Experience  
Continued**

**9/2000-12/2001      Cornell Intervention/ IDOC      Chicago, IL**

**Court Liaison**

- Liaison for Correctional Institutions/Placement of Clients in Treatment
- Track and Monitor Juvenile's on Parole
- Provided on-site screenings at IDOC correction centers

**11/1998–9/2000   Gateway Foundation Cook County Jail/Chop  
Northwest**

**Clinical Supervisor**

- Oversee staff to meet agency quotas and policies
- Examined records to assure contract compliance
- Supervisor on Men's Tier Cook County Jail

**2/1998-11/1998      Haymarket Center      Chicago, IL**

**PROGRAM MANAGER-Cook County Jail-Boot Camp Contract –  
Women**

- Examined records to assure compliance with contract
- Formulated joint training between agencies/CCDOC
- Provided assessments, group and individual therapy

**1993-1998      Lutheran Social Services,      Chicago, IL**

**Unit Director DCFS Initiative Programs**

- Developed and Implemented Project SAFE and DCFS Programs
- Calculated and balanced annual budgets
- Maintained collaborative relationship between DCFS/POS agencies

**1988-1993      Rosecrance/Alcare      Rockford, IL**

**Coordinator Project SAFE**

- Interviewed and hired staff
- Instituted regulations and policies to comply with contract
- Maintained collaborative relationship between DCFS/POS agencies
- Provided assessments, group and individual therapy

**Education**

- Certified Alcohol Drug Counselor/MISA I (CADC /MISA- I)
- Triton College, Criminal Administration
- Enrolled in Kaplan University-Criminal Justice Program
- Trainer of Trainers-Gender Responsive Treatment
- Domestic Violence Certificate
- Trainer of Trainers-(MRT) Cognitive Behavioral Therapy
- Licensed Massage Therapist (LMT) - Massage and Safe Touch

## HAYMARKET CENTER

## POSITION DESCRIPTION

**POSITION TITLE:** Trauma Counselor  
**BUSINESS UNIT:** COPE Recovery Home  
**POSITION CLASSIFICATION:** Exempt  
**POSITION REPORTS TO:** Supervisor

**POSITION ID:**  
**PAY GRADE:**  
**EMPLOYEE GROUP:**  
**DATE CREATED:** 3/29/11

### WORK DESCRIPTION:

To focus on individual and group counseling services for Haymarket Center clients who are survivors of trauma, focusing mostly on survivors of sexual abuse/assault.

### ESSENTIAL FUNCTIONS:

- Provide short and long term individual counseling sessions with survivors of sexual abuse/assault.
- Facilitate therapeutic/psycho-educational groups for clients who identify as survivors of sexual abuse/assault.
- Facilitate psycho-educational/didactic groups educating clients about sexual abuse/assault to all treatment units and recovery homes.
- Stay current and up to date on trends in trauma counseling and treatment approaches. Explore the connection between sexual victimization and substance abuse and HIV.
- Provide services and knowledge around substance use/abuse.
- Participate in ongoing staff development and training.
- Keep current on prevention information.
- Completes all reports for agency grants on a weekly, monthly, quarterly basis. In doing so, complies with all requirements of funding sources, governmental agencies, and Haymarket Center internal management.
- Attend all staff meetings and scheduled supervisions.

### SUPERVISORY RESPONSIBILITIES:

None

### PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to sit. The employee is frequently required to talk or hear. The employee is occasionally required to stand; walk and reach with hands and arms. Specific vision abilities required by this job include close vision and ability to adjust focus.

### WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

**EDUCATION, EXPERIENCE, AND SKILLS REQUIRED:**

- Two years experience in counseling. Previous experience with clinical trauma work beneficial.
- Bachelor's in social services or health related field preferred. Master's degree preferred.
- Must have a solid understanding of addiction and HIV/STDs.
- Thorough knowledge of the impacts of trauma.
- Previous training in trauma, specifically sexual abuse/assault.
- Can deal with multiple projects in a stressful environment.
- Represents self and agency well.
- Computer skills.
- Group facilitation skills
- Solid individual clinical interaction skills.
- Team building skills.
- Organized.
- Valid Driver's License

**Reviewed and Approved:**

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**Vice President of Clinical Services, Haymarket Center**

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**Date****Accepted By:**

## HAYMARKET CENTER

## POSITION DESCRIPTION

**POSITION TITLE:** Recovery Coach  
**BUSINESS UNIT:** COPE Recovery Home- CIJA  
**POSITION CLASSIFICATION:** Exempt  
**POSITION REPORTS TO:** Supervisor

**POSITION ID:**  
**PAY GRADE:**  
**EMPLOYEE GROUP:**  
**DATE UPDATED:** 3/29/2011

### WORK DESCRIPTION:

Assist clients in building recovery resources; create individual Recovery Plans that create opportunities for enhancing self-efficacy; sustain recovery while in addiction treatment; ensure that recovery continues for one year post-treatment.

### ESSENTIAL FUNCTIONS:

- Review and update service plans for women adjudicated from Cook County Jail.
- Establish an "Individual Goals and Aspirations: Recovery Plan" with each client that addresses her unique needs and challenges
- Meet with clients at least twice a week to ensure implementation of the Recovery Plan
- Link/Refer clients to onsite and community resources that are able to meet their individual needs within a culturally responsive milieu
- Provide direction as to appropriate partner linkages and/or other services needed by clients.
- Provide individual social skills training
- Monitor client progress
- Manage, track, and update individual recovery portfolios
- Ensure sustained recovery post-treatment for at least one year

### SUPERVISORY RESPONSIBILITIES:

- None

### PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to sit. The employee is frequently required to talk or hear. The employee is occasionally required to stand; walk and reach with hands and arms. Specific vision abilities required by this job include close vision and ability to adjust focus.

### WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.



**EDUCATION, EXPERIENCE, AND SKILLS REQUIRED:**

- Able to empathize with clients, focusing on and reinforcing positive strengths and behaviors
- Able to work with diverse populations and cultural backgrounds
- Comfortable working independently in community settings
- High level of energy and commitment and able to work flexible hours
- Able to connect clients who have various needs to a range of community resources
- Able to use motivational interviewing and motivational enhancement techniques
- High School Diploma or equivalent.
- Bachelor's degree in human services or related field preferred.
- Knowledge in substance abuse or related field.
- Must have passed IAODAPCA certification test at either CARS or CADC level and needs only to fulfill work requirement to become certified.
- Good verbal and communication skills. Proficiency in reading and writing.
- Able to work effectively on a team.
- General computer literacy is mandatory
- Valid Driver's License

**Reviewed and Approved:**

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**Vice President of Clinical Services, Haymarket Center**

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**Date****Accepted By:**

## Section M: Sub-Contracting or Teaming

Haymarket has the capacity to meet almost every need of program participants through our comprehensive onsite recovery support infrastructure. As a result, Haymarket will not be subcontracting any part of this contract and will not be teaming with any other specific agency for the project. However, if a client has a need that cannot be provided onsite, Haymarket works with an appropriate partner agency to provide the needed services. Haymarket is firmly rooted in Chicago's treatment and supportive services system, maintaining an extensive network of linkages with nearly 100 community-based organizations experienced in providing specialized services that complement and supplement Haymarket's on-site programming. The chart below is a representative sample of providers with whom Haymarket has linkage agreements with.

<b>Medical Care</b>	<b>Insurance Navigation and Enrollment</b>
Haymarket Center James West Medical Clinic (HHO)	Haymarket Center Managed Care Department
ACCESS Community Health Network	AIDS Foundation of Chicago
AIDS Care/Edge Care	Healthcare Alternative Systems
Caritas	<b>Mental Health Counseling and Services</b>
University of Chicago Care to Prevent Program	Haymarket Center Psychological Services
UIC HIV/AIDS Community Clinic Network	Cook County Hospital, Fantus Clinic
<b>Integrated Screening for STDs/Hepatitis/TB</b>	Elmhurst Memorial Hospital Behavioral health Services
Haymarket Center Health and Wellness Department	Gateway Foundation
Haymarket Center James West Medical Clinic (HHO)	Rincon Family Services
<b>Case Management</b>	Specialized Assistance Service NFP
Haymarket Center Case Manager	UIC HIV/AIDS Community Clinic Network
AIDS Care/Edge Alliance	<b>Substance Abuse Treatment Services</b>
Family Guidance Center	Haymarket Center Treatment Programs
Gateway Foundation	Gateway Foundation
Northside Housing and Supportive Services	Pilsen Wellness Center
Pilsen Wellness Center	Relapse Prevention Counseling Center
<b>Sex Education/HIV Education</b>	<b>Housing</b>
Haymarket Center Health and Wellness Department	Haymarket Center Support Services
Anixter Center	AIDS Care/Edge Alliance
AIDS Care/Edge Alliance	A Safe Haven
Anixter Center	Bonaventure House
Gateway Foundation	Chicago House
N' The Spirit of Transformational Living	Christian Community Health Center
<b>Basic Education</b>	<b>Employment and Job Placement Services</b>
Haymarket Center's GED Program	Haymarket Center Family Enrichment Center
Employment and Employer Services Incorporated	Court Place Organization
<b>Transportation</b>	Employment and Employer Services Incorporated
Haymarket Center	N' The Spirit of Transformational Living

**EXHIBIT 2**

**Schedule of Compensation**

# Appendix I Pricing Proposal Form

Proposers are required to submit the below pricing proposal (budget) separate from the technical proposal (program narrative portion of the proposal). The pricing proposal must be submitted in the form of a hard copy and in an electronic format. If your company has specific, unique and/or innovative ideas to implement this system that are outside of the parameters defined on the pricing proposal, please provide your firm's recommendations on a separate sheet.

Organization Name(s):

McDermott Center dba Haymarket Center

Project Name:

COPE Drop-In Center

Grant Time Period:

May 1, 2015 to April 30, 2016

PERSONNEL	STAFF	Rate	Unit	%	# months	Org #			Org #1			Org #2			Org #3			TOTAL
						1	2	3	1	2	3	1	2	3	1	2	3	
	Trauma Counselor	\$38,000.00	Employee	100.00%	12				\$38,000			\$0			\$0			\$38,000
	Recovery Coach	\$30,000.00	Employee	100.00%	12				\$30,000			\$0			\$0			\$30,000
	<b>Sub-total Staff</b>								<b>\$68,000</b>			<b>\$0</b>			<b>\$0</b>			<b>\$68,000</b>

## BENEFITS

Haymarket Center									\$16,238									\$16,238
<b>Sub-total Benefits</b>									<b>\$16,238</b>			<b>\$0</b>			<b>\$0</b>			<b>\$16,238</b>

## CONTRACT/CONSULTANT

N/A																		
<b>Sub-total Contract/Consultant</b>									<b>\$0</b>			<b>\$0</b>			<b>\$0</b>			<b>\$0</b>

## TOTAL PERSONNEL

									<b>\$84,238</b>			<b>\$0</b>			<b>\$0</b>			<b>\$84,238</b>
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## EQUIPMENT

Item	Price	Unit	# units	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3
Computer	\$1,000.00	Computer	2							\$2,000			\$0			\$0		\$2,000
Printer	\$500.00	Printer	1							\$500			\$0			\$0		\$500
<b>TOTAL EQUIPMENT</b>										<b>\$2,500</b>			<b>\$0</b>			<b>\$0</b>		<b>\$2,500</b>

## MATERIALS & SUPPLIES

Item	Price	Unit	# units	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3
Basic Office Supplies	\$100.00	Months	12							\$1,200			\$0			\$0		\$1,200

	Org #				Org #1				Org #2				Org #3			
	1	2	3		1	2	3		1	2	3		1	2	3	
Cell Phone				12												
		\$110.00	Months													
TOTAL MATERIALS & SUPPLIES																
						\$1,320				\$0				\$0		\$1,320
						\$2,520				\$0				\$0		\$2,520

#### PRINTING

Item	Price	Unit	# units	1	2	3	
Photocopying and Printing	\$451.00	Printing	1	100%			\$451
TOTAL PRINTING							\$451

#### OTHER DIRECT COSTS

Item	Price	Unit	# units	1	2	3	
Van Rental (Lease, Gas, Insurance, Maintenance)	\$1,000.00	Months	12	10%			\$1,200
TOTAL OTHER DIRECT COSTS							\$1,200

#### TOTAL DIRECT COSTS

	\$90,909	\$0	\$0	\$90,909
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#### INDIRECT COST

Indirect Cost Rate	10.00%			
Haymarket Center		\$9,091		\$9,091
TOTAL INDIRECT COST RATE	10.00%	\$9,091	\$0	\$9,091

#### GRAND TOTAL

	\$100,000	\$0	\$0	\$100,000
--	-----------	-----	-----	-----------

#### REQUESTED FUNDS

#### LEVERAGED OR MATCHED FUNDS

## Appendix II - Budget Justification Form (Budget Narrative)

### Personnel

**Narrative Justification:** Enter a description of the personnel and fringe benefit funds requested and how their use will support the purpose and goals of your proposal. If your proposal includes partner organizations, please briefly explain each organizations role, amount of grant funding to be dispersed to each organization and how each organization will be held accountable to the terms of the grant as outlined by the proposal.

Haymarket has budgeted 2 FTE for this project. Below is a description of each position.

*Trauma Counselor:* This position will provide crisis intervention, individual trauma counseling, weekly trauma groups using Seeking Safety, and referrals for those women needing more intensive services. All of the women referred to the program will receive triage and crisis intervention by the project trauma counselor during intake. The salary of this position is \$38,000.

*Recovery Coach:* This position will provide an intake assessment, work with the women to develop an individual recovery plan, provide intensive case management, keep the women engaged in treatment and support services, provide linkage to services, and implement evidence based *Moral Reconation Therapy* to help address criminal and addictive thinking and *My Life My Choice* to help women leave the lifestyle. The recovery coach will also work with the Corrections Program manager to arrange for immediate Police drop-off of women to Haymarket or arrange for immediate transportation to the program as needed. The salary of this position is \$30,000.

*Fringe Benefits:* The costs of fringe benefits reflect Haymarket Center's current rates: FICA at 7.65%, Unemployment at 1.17%, Worker's Compensation at 2.76%, Health Insurance at 12%, and Life Insurance at 0.3%. The fringe benefits rate (23.88%) is applied to the total personnel wages budgeted to the grant (\$68,000). This yields a cost of \$16,238 for fringe benefits.

### Contract/Consultant

**Narrative Justification:** Enter a description of the contract services and/or consultants funds requested and how their use will support the purpose and goals of your proposal. Please briefly include the qualifications of each contractor service provider and/or consultant.

Haymarket has not budgeted any costs under this category.

### Equipment

**Narrative Justification:** Enter a description of the equipment and how its purchase will support the purpose and goals of this proposal.

*Computer:* Haymarket has budgeted \$2,000 to purchase two computers at the cost of \$1,000 per computer. The computer will be used to document client services, managing client charts,

tracking clients throughout the agency, accessing our electronic records system, and producing progress reports.

*Printer:* Haymarket has budgeted \$500 to purchase a printer that will be used to print client documents, treatment plans, and program materials.

## **Materials and Supplies**

Narrative Justification: Enter a description of the Materials and Supplies requested and how their purchase will support the purpose and goals of this proposal.

*Basic Office Supplies:* This expense covers the cost for purchasing office supplies (e.g., paper, pens, paperclips, binder clips, etc.) required for maintaining job efficiency. The cost of this item is \$100 per month.

*Cell Phones:* Haymarket has budgeted 2 cell phones for the 2 FTEs budgeted to this project at a rate of \$55 per phone per month. These phones will be used to coordinate service delivery, set up referrals, and arrange client transportation.

## **Printing**

Narrative Justification: Enter a description of Printing requested and how their purchase will support the purpose and goals of this proposal.

*Photocopying and Printing:* Costs include paper and photocopying expenses for generating procedural manuals and client reports; maintaining confidential records; and printing recovery and treatment plans. Haymarket has budgeted \$451 for this line item.

## **Other Direct Costs**

Narrative Justification: Enter a description of each item and how their use will support the purpose and goals of this proposal.

*Van Rental:* Haymarket will rent a van for this project in order to transport clients onsite to medical appointments and other services needed by the client. The total cost of the vehicle rental includes the cost of the rental, insurance, and mileage. The total cost of this rental is \$1,000 a month, and Haymarket has budgeted 10% of this cost to this project.

## **Indirect Costs**

Narrative Justification: Enter a description of each item and how their purchase will support the purpose and goals of this proposal.

Haymarket has applied a 10% indirect cost rate to the total direct costs (\$90,909) for an indirect cost total of \$9,091.

## **Sustainability**

**Narrative Justification:** Enter a description of how the applicant organization has entertained the question of sustainability beyond the Recidivism funds (if awarded). Please describe how you intend to continue the program operations after the grant ends.

Haymarket will work diligently to sustain the proposed project if awarded this grant. Our grants department conducts regular searches for grants from a variety of government and private funding sources, and we actively pursue funding sources to support this project. However, in Haymarket's experience, there are not many funding opportunities for projects such as the one sought in the RFP. This is evidenced by Haymarket's COPE Recovery Home, a diversion program for women who are involved in trafficking, which operates at a significant loss due to a lack of funding. If awarded this grant, Haymarket hopes to become known as a place where victims of prostitution can drop-in to get services. Upon the conclusion of funding from the Judicial Advisory Council, Haymarket will continue to accept women seeking services on a limited basis, even if no other funding sources have been identified.



EXHIBIT 3

Evidence of Insurance

Client#: 90396

HAYMCEN1

ACORD<sup>TM</sup>

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/07/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If Waiver of Subrogation is applicable, it only applies to the extent allowed by law.

<b>PRODUCER</b> <b>L. Price Team</b> <b>Mesirow Insurance Services</b> <b>353 N. Clark Street</b> <b>Chicago, IL 60654</b>	<b>CONTACT NAME:</b> Brittany Geary <b>PHONE (A/C, No, Ext):</b> 312 595-6224 <b>FAX (A/C, No):</b> 312 595-4339 <b>E-MAIL ADDRESS:</b> bgeary@mesirofinancial.com																					
<b>INSURED</b> <b>McDermott Center, dba: Haymarket Center</b> <b>and Haymarket Institute</b> <b>120 N. Sangamon</b> <b>Chicago, IL 60607</b>	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Philadelphia Indemnity Insuranc</td><td>18058</td></tr> <tr> <td>INSURER B:</td><td>First Nonprofit Insurance Compa</td><td>10859</td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Indemnity Insuranc	18058	INSURER B:	First Nonprofit Insurance Compa	10859	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Soc Wrk Prof Liab <input checked="" type="checkbox"/> Medical Prof Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		PHPK1197597	07/01/2014	07/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1197597	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		PHUB465217	07/01/2014	07/01/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	FWC1002660	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$500,000 E.I. DISEASE - EA EMPLOYEE \$500,000 E.I. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: RFP No. 1553-14327

Cook County its officials, employees and agents are included as Additional Insured, if required in a written contract or agreement with the Named Insured, as their interest may appear, with respect to General Liability.

## CERTIFICATE HOLDER

Cook County  
 118 N. Clark Street  
 Chicago, IL 60602

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*John P. [Signature]*

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**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1– 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 3 – 12
4	Contract and EDS Execution Page	EDS 13-15
5	Cook County Signature Page	EDS 16

**SECTION 1**  
**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on municode.com.

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor* or *Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

*EDS* means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*Lobby* or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

*Lobbyist* means any person who lobbies.

*Person* or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*Prohibited Acts* means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyil.gov/ethics-board-of](http://cookcountyil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

## SECTION 2

### CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

#### **A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

#### **B. BID-RIGGING OR BID ROTATING**

**THE APPLICANT HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

#### **C. DRUG FREE WORKPLACE ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

### SECTION 3

#### REQUIRED DISCLOSURES

##### 1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

N/A

---

---

##### 2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes: X No: \_\_\_\_\_

- b) If yes, list business addresses within Cook County:

932 W. Washington Blvd., Chicago, IL 60607; 4753 N. Broadway Ave., Suite 612, Chicago, IL 60640;

10000 N. Bessie Coleman Dr., Chicago, IL 60666; 1990 E. Algonquin Rd., Suite 211, Schaumburg, IL 60173

- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: X No: \_\_\_\_\_

##### 3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.



**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

**PERMANENT INDEX NUMBER(S):** 17-08-439-009-0000; 17-08-439-010-0000; 17-08-447-002-0000; 17-08-447-019-0000

17-08-447-003-0000; 17-08-447-004-0000; 17-08-447-008-0000; 17-08-447-020-0000

17-08-447-009-0000; 17-08-447-014-0000; 17-08-447-015-0000

**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX  
NUMBERS)**

**OR:**

- b)            The Applicant owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

### Identifying Information:

Name McDermott Center

D/B/A: Haymarket Center

FEIN NO/SSN (LAST FOUR DIGITS): 23-7249912

Street Address: 932 West Washington Boulevard

City: Chicago

State: Illinois

Zip Code: 60607

Phone No.: 312-226-7984

Fax Number: 312-226-8048

Email: rsoucek@hcenter.org

Cook County Business Registration Number: N/A  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): N/A

### Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☒ Other (describe) 501(c)(3) Not-For-Profit Organization

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
------	---------	---

N/A

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
-----------------------	-------------------	---------------------

N/A

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [ ] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
------	---------	-----------------------------------	--------------

N/A

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
------	---------	--	----------------

See Attached

**Declaration (check the applicable box):**

- [ X ] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [ X ] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Raymond F. Soucek  
Name of Authorized Applicant/Holder Representative (please print or type)

Signature

rsoucek@hcenter.org  
E-mail address

Subscribed to and sworn before me  
this 5<sup>th</sup> day of MAY, 2015.

x

*Renee Perry*

Notary Public Signature

President and Chief Executive Officer  
Title

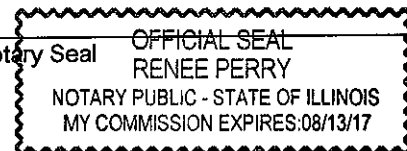
Date

5-5-15

312-226-7984 ext. 387  
Phone Number

My commission expires: 08-13-17

Notary Seal





**COOK COUNTY BOARD OF ETHICS**  
69 W. WASHINGTON STREET, SUITE 3040  
CHICAGO, ILLINOIS 60602  
312/603-4304 Office 312/603-9988 Fax

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

**Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

**Additional Definitions:**

*"Familial relationship"* means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- |                                  |  |                                       |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent  | <input type="checkbox"/> Grandparent     | <input type="checkbox"/> Stepfather   |
| <input type="checkbox"/> Child   | <input type="checkbox"/> Grandchild      | <input type="checkbox"/> Stepmother   |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law   | <input type="checkbox"/> Stepson      |
| <input type="checkbox"/> Sister  | <input type="checkbox"/> Mother-in-law   | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt    | <input type="checkbox"/> Son-in-law      | <input type="checkbox"/> Stepbrother  |
| <input type="checkbox"/> Uncle   | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister   |
| <input type="checkbox"/> Niece   | <input type="checkbox"/> Brother-in-law  | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew  | <input type="checkbox"/> Sister-in-law   | <input type="checkbox"/> Half-sister  |

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: McDermott Center dba Haymarket Center

Address of Person Doing Business with the County: 932 West Washington Boulevard

Phone number of Person Doing Business with the County: 312-226-7984

Email address of Person Doing Business with the County: rsoucek@hcenter.org

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:  
Raymond F. Soucek, President and CEO, 312-226-7984 ext. 387, rsoucek@hcenter.org

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County:

PO No. 198073, 190899, 187978, 187979; RFP No. 1553-14327

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 1,293,395

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: N/A

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: N/A

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

- ☐ The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- ☒ The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*If more space is needed, attach an additional sheet following the above format.*

- ☐ The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*If more space is needed, attach an additional sheet following the above format.*

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

\_\_\_\_\_  
Signature of Recipient

\_\_\_\_\_  
Date

**SUBMIT COMPLETED FORM TO:**

Cook County Board of Ethics  
69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
Office (312) 603-4304 – Fax (312) 603-9988  
CookCounty.Ethics@cookcountyil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.



SECTION 4

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINALS

The Applicant hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Raymond F. Soucek

President's Name

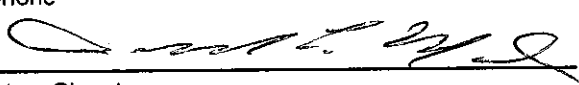
  
President's Signature

312-226-7984 ext. 387

Telephone

rsoucek@hcenter.org

Email

  
Secretary Signature

5-5-15  
Date

Execution by LLC

\_\_\_\_\_  
Member/Manager (Signature)\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

Execution by Partnership/Joint Venture

\_\_\_\_\_  
Partner/Joint Venturer (Signature)\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

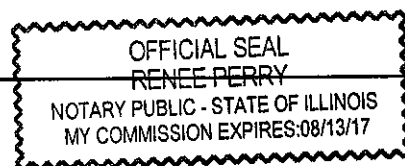
Execution by Sole Proprietorship

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

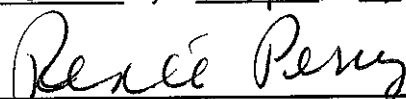
\_\_\_\_\_  
Email



Subscribed and sworn to before me this

5th day of MAY, 2015.

My commission expires: 08-13-17



Notary Public Signature

\_\_\_\_\_  
Notary Seal

If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 5  
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 13 DAY OF July, 2015

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1553-14327

OR

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

\_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 100,000<sup>00</sup>  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED AS TO FORM:



ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)

\_\_\_\_\_